

In re the Marriage of

Petitioner/Joint Petitioner

and

Respondent/Joint Petitioner

- ☐ STATE OF WISCONSIN is NOT a party  
☐ STATE OF WISCONSIN IS a party

# Stipulation/Temporary Order

With Minor Children

Case No.: \_\_\_\_\_

(Mark only one with an X)

- ☐ Divorce-40101  
☐ Legal Separation-40201

## I. Preliminary Statements

1. In this document, the **WIFE** is the ☐ PETITIONER/JOINT PETITIONER  
☐ RESPONDENT/JOINT PETITIONER.

In this document, the **HUSBAND** is the ☐ PETITIONER/JOINT PETITIONER  
☐ RESPONDENT/JOINT PETITIONER.

2. The PARTIES acknowledge they have received a copy of the **Summons** and **Petition/Joint Petition** for this action.
3. The parties have \_\_\_\_ minor child(ren) and \_\_\_\_ adult child(ren) as a result of this relationship.

4. **Income:**

A. Wife's current monthly earnings      Gross (before taxes) \$ \_\_\_\_\_  
Net (after taxes) \$ \_\_\_\_\_

B. Husband's current monthly earnings      Gross (before taxes) \$ \_\_\_\_\_  
Net (after taxes) \$ \_\_\_\_\_

**II. Stipulation** Subject to the approval of the Court, the parties agree that the following terms be made a **Temporary Order** of the Court:

1. **Legal Custody** (Mark only one with an X)

Children's names and dates of birth

				Joint Legal Custody	Wife-Sole Legal Custody	Husband-Sole Legal Custody
_____ (First)	_____ (M.I.)	_____ (Last)	_____ (DOB)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ (First)	_____ (M.I.)	_____ (Last)	_____ (DOB)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ (First)	_____ (M.I.)	_____ (Last)	_____ (DOB)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ (First)	_____ (M.I.)	_____ (Last)	_____ (DOB)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. **Physical Placement** (Mark all that apply with an X)

A. Awarding the WIFE **physical placement** of the following minor child(ren) according to the following schedule(s) (attach additional sheet(s) if necessary):

Children's names	Primary	Physical Placement Schedule ( <b>only if not primary</b> )
_____ (First/M.I./Last)	<input type="checkbox"/>	
_____ (First/M.I./Last)	<input type="checkbox"/>	
_____ (First/M.I./Last)	<input type="checkbox"/>	
_____ (First/M.I./Last)	<input type="checkbox"/>	

B. Awarding the HUSBAND **physical placement** of the following minor child(ren) according to the following schedule(s) (attach additional sheet(s) if necessary):

Children's names	Primary	Physical Placement Schedule ( <b>only if not primary</b> )
_____ (First/M.I./Last)	<input type="checkbox"/>	
_____ (First/M.I./Last)	<input type="checkbox"/>	
_____ (First/M.I./Last)	<input type="checkbox"/>	
_____ (First/M.I./Last)	<input type="checkbox"/>	

3. **Mediation**

The parties understand and agree that if they are unable to resolve disputes concerning the custody and/or physical placement of the children, they will participate in mediation through the Office of Family Court Counseling Services of Waukesha County.

4. **Helping Children Cope**

Parties shall attend and successfully complete the "Helping Children Cope with Divorce" seminar.

5. **Child Support/Maintenance** (Mark only 1, 2, or 3 with an X.)

A. **Child Support**

1. ☐ Wife shall pay child support beginning on \_\_\_\_\_, 20\_\_\_\_ as follows:  
(Month) (Day) (Year)

The **monthly** amount of \$ \_\_\_\_\_ until further order of the court.

The amount of the child support payment was calculated as follows:

\_\_\_\_\_  
\_\_\_\_\_

2. ☐ Husband shall pay child support beginning on \_\_\_\_\_, 20\_\_\_\_ as follows:  
(Month) (Day) (Year)

The **monthly** amount of \$ \_\_\_\_\_ until further order of the court.

The amount of the child support payment was calculated as follows:

\_\_\_\_\_  
\_\_\_\_\_

3. ☐ No child support shall be ordered from either party at this time for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Maintenance (Spousal Support)** (Mark 1, 2, or 3 with an **X**)

1. ☐ **Both parties waive** their right to receive maintenance at this time.
2. ☐ The WIFE shall pay maintenance to the HUSBAND in the amount of \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, 20\_\_\_\_ and  
(Month) (Day) (Year)  
ending \_\_\_\_\_, 20\_\_\_\_ **OR** ☐ until further court order.  
(Month) (Day) (Year)
3. ☐ The HUSBAND shall pay maintenance to the WIFE in the amount of \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, 20\_\_\_\_ and  
(Month) (Day) (Year)  
ending \_\_\_\_\_, 20\_\_\_\_ **OR** ☐ until further court order.  
(Month) (Day) (Year)

**C. Payments for Child Support/Maintenance** (if payments are to be made, mark 1 or 2 with an **X**-if no payments, leave blank)

1. ☐ Payments will be made directly to the WI SCTF (Wisconsin Support Collections Trust Fund) and will be mailed to:  
PO Box 74200  
Milwaukee, WI 53274-0200

**OR**

2. ☐ Will be paid by income assignment to the WI SCTF according to the provisions of 767.265, Wis. Stats., or as otherwise ordered by the court. (complete the employer information for the payer)

\_\_\_\_\_  
(Employer's Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City) (State) (ZIP Code)

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Contact Person)

3. The party making payments for Child Support and/or Maintenance is responsible to pay the annual Receiving and Disbursing fee to WI SCTF.

**6. Health Insurance/Health Expenses for Minor Children** (Mark one for each statement with an X)

- A. ☐ **BOTH PARTIES** ☐ **HUSBAND** ☐ **WIFE** currently provide(s) health insurance for the minor child(ren).
- B. ☐ **HUSBAND** ☐ **WIFE** ☐ **NEITHER** shall contribute \$ \_\_\_\_\_ per month to the other parent toward the health insurance premium costs for the minor child(ren), beginning \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Such amount shall be paid by income \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(Month) (Day) (Year).  
assignment through the WI SCTF until further order of the court.
- C. ☐ **BOTH PARTIES** ☐ **HUSBAND** ☐ **WIFE** shall name and maintain the minor child(ren) as covered dependent(s) on all health insurance, covering the cost of medical, dental, and vision care, which is now or may be offered by a present or future employer.
- D. ☐ **BOTH PARTIES** ☐ **HUSBAND** ☐ **WIFE** shall provide the child(ren)'s custodian (and the county child support agency, if the State is a party to the case) with copies of policy information and insurance cards.
- E. Each party shall inform the other parent (and the county child support agency, if the State is a party to the case) of any change in the availability of health insurance.
- F. ☐ **BOTH PARTIES EQUALLY** ☐ **HUSBAND** ☐ **WIFE** shall pay the cost of all uninsured health care costs, including the costs of medical, dental and vision care. Uninsured health care costs DO NOT include non-prescription medications. The party who incurs an uninsured expense shall send a copy of the bill and statement of insurance coverage to the other parent with a note stating whether that parent should pay the health care provider directly or reimburse him/her directly. The party receiving the note has thirty (30) days to pay his/her 50% portion, or to make payment arrangements directly with the provider.

**7. Health Insurance/Health Expenses for Parties** (Mark one for each statement with an X)

- A. ☐ **BOTH PARTIES** ☐ **HUSBAND** ☐ **WIFE** shall provide(s) health insurance (medical, dental, vision) for the parties as it is currently in force.
- B. ☐ **HUSBAND** ☐ **WIFE** ☐ **NEITHER** shall contribute \$ \_\_\_\_\_ per month to the other toward the health insurance premium costs, beginning \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(Month) (Day) (Year).
- C. Each party shall inform the other of any change in the availability of health care insurance.
- D. Uninsured health care costs (not including non-prescription medications) of the parties shall be paid as follows: ☐ **By the party who incurs them** ☐ **By HUSBAND** ☐ **By WIFE**.

**8. Life Insurance**

Each party shall keep in full force and pay the premiums on all life insurance presently held upon his or her life and make no changes in beneficiary except upon written agreement of the parties. Neither party may borrow against any life insurance policy after the date of this agreement, nor use it as collateral.

**9. Debts and Obligations** (Mark all that apply with an X and list debts as necessary)

A. ☐ There are **NO marital debts or obligations**.

B. The parties will pay the minimum monthly payments on the following debts and obligations

Payment to:	Estimated Amount:	Wife	Husband
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

C. Each party is to pay his/her own new debts and expenses starting \_\_\_\_\_, 20\_\_\_\_  
(Month) (Day) (Year)

**WARNING:** Any agreements on payment of debts listed above are not binding on creditors who gave the parties credit during the marriage.

**10. Property Division**

The parties agree to the temporary use of their property as follows: (Mark all that apply with an X)

**A. Property to WIFE.** The WIFE shall have temporary use of the following:

☐ Motor Vehicles \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Make Model Year  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Make Model Year

☐ Household furnishings, clothing, and personal items currently in the WIFE's possession.

☐ Property now in possession of the HUSBAND that is to be delivered to the WIFE:

List items \_\_\_\_\_

☐ **Additional sheet is attached.**

Arrangements for pick-up or delivery of this property are as follows:

\_\_\_\_\_  
\_\_\_\_\_

☐ Savings and checking accounts:

Institution Name

Type of Account

Account Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Other: \_\_\_\_\_

\_\_\_\_\_

**B. Property to HUSBAND.** The HUSBAND shall have temporary use of the following:

☐ Motor Vehicles

\_\_\_\_\_

Make

\_\_\_\_\_

Model

\_\_\_\_\_, \_\_\_\_

Year

\_\_\_\_\_

Make

\_\_\_\_\_

Model

\_\_\_\_\_, \_\_\_\_

Year

☐ Household furnishings, clothing, and personal items currently in the HUSBAND's possession.

☐ Property now in possession of the WIFE that is to be delivered to the HUSBAND:

List items \_\_\_\_\_

☐ **Additional sheet is attached.**

Arrangements for pick-up or delivery of this property are as follows:

\_\_\_\_\_  
\_\_\_\_\_

☐ Savings and checking accounts:

Institution Name

Type of Account

Account Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Other: \_\_\_\_\_

\_\_\_\_\_

**11. Homestead/Residence** (Mark all that apply with an X)

A. ☐ The parties do not own/rent a residence together.

B. ☐ The parties ☐ own ☐ rent a residence at the following address:

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City) (State) (ZIP Code)

(Mark only one with an X)

1. ☐ **The WIFE shall have temporary exclusive use of the residence** and the **HUSBAND** shall vacate on or before \_\_\_\_\_, 20\_\_\_\_.  
(Month) (Day) (Year).

2. ☐ **The HUSBAND shall have temporary exclusive use of the residence** and the **WIFE** shall vacate on or before \_\_\_\_\_, 20\_\_\_\_.  
(Month) (Day) (Year).

3. ☐ Both parties agree to share the residence.

4. ☐ Both parties agree to vacate and/or sell the residence by \_\_\_\_\_, 20\_\_\_\_.  
(Month) (Day) (Year).

**12. Income Tax Returns**

The parties agree to file their income tax returns consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Community Property law.

**13. Voluntary Execution**

The parties state they have entered into this **Stipulation/Temporary Order** freely and voluntarily and not because of any undue influence. In some instances, the agreement represents a compromise of disputed issues. Each believes its terms to be fair and reasonable under the circumstances. ***Both parties acknowledge that they have the right to seek the advice of an attorney and, to the extent that they have not, they proceed with the knowledge they presently have.***

**14. Modification and Waiver**

A modification or waiver of any of the provisions of this agreement shall be effective only if it is made in writing and is dated and signed by all parties and approved by the court.

**15. Restraining Order**

Both parties are restrained from interfering with the personal liberty of the other, from encumbering or disposing of assets or property, from removing children from the State or more than 150 miles from the other parent within the State, except pursuant to 767.327, Wis. Stats, and from incurring debts or credit in the name of the other party.

**16. Incorporation of Agreement into Temporary Order**

The parties agree that this Stipulation shall be submitted to the court for approval, and all parties request that the court make this Stipulation a Temporary Order of the court.

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**17. Change of Employer/Address**

Both parties shall notify the Clerk of Courts **and** the Waukesha County Child Support Division **within ten (10) days** of any change of address or change of employers. Send notice to:

Clerk of Circuit Court  
Family Court Division

PO BOX 1627

Waukesha, WI 53187-1627

AND

Waukesha County Child Support Division  
Administration Center, Room 346

1320 Pewaukee Road

Waukesha, WI 53188

**18. Other Agreements, If Any**

☐ No additional agreements

**Failure to abide by these temporary orders is punishable as contempt of court pursuant to Chapter 785, Wis. Stats. All temporary orders are made without prejudice to the rights of either party at the time of the final hearing.**

\_\_\_\_\_  
WIFE's Signature

\_\_\_\_\_  
HUSBAND's Signature

Dated: \_\_\_\_\_  
(Month) (Day) (Year).

Dated: \_\_\_\_\_  
(Month) (Day) (Year).

State of Wisconsin, by Waukesha County  
Child Support Division

☐ Approved

☐ Not Approved

☐ Not Required

\_\_\_\_\_  
Signature of Waukesha County Child Support Division Attorney

Dated: \_\_\_\_\_  
(Month) (Day) (Year).

**The above Stipulation is hereby approved and made the Temporary Order of the Court.**

Dated: \_\_\_\_\_  
(Month) (Day) (Year).

\_\_\_\_\_  
Circuit Court Commissioner/Circuit Judge